

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

ANNUAL REQUIREMENTS FOR

PHYSICAL, OCCUPATIONAL AND SPEECH

THERAPY SERVICES TO/FOR LANCASTER MANOR

DATE: January 20,2005

CONTRACT PERIOD: Jan. 1,2005 thru Dec.31,2007

CONTRACTOR: The Ambassador dba Spectrum Rehab
P. O. Box 547
1240 No. 19th Ave., Suite 2
Nebraska City, NE 68410

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Steve Chamley
Telephone No.: 402/873-3341
FAX No.: 402/873-6621
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER RENEWAL (DATED December 2004) OF CONTRACT

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/sharpurch/awardnotification/conthera

original contract to: contractor,
public file,
agency administrator

AGREEMENT DOCUMENTS

LANCASTER COUNTY

FOR

PHYSICAL, OCCUPATIONAL AND SPEECH THERAPY SERVICES

CONTRACTOR: The Ambassador, Nebraska City, NE

**TERM OF THE AGREEMENT: Jan. 1, 1999 to Dec. 31, 2001
Renewal Option: 1/2002 - 12/2004**

LANCASTER COUNTY

AGREEMENT

THIS AGREEMENT, is made and entered into this 28th day of December, 1998, by and between The Ambassador, P.O. Box 547, 1240 No. 19th Ave., Suite #2, Nebraska City, NE 68410 hereinafter called Contractor, and the Lancaster County, hereinafter called the County.

WITNESS, that:

WHEREAS, the Lancaster Manor a Lancaster County facility desires to provide access to physical, occupational and speech therapy services for the residents it serves and has solicited independent contractors whom may be interested in providing said professional services .

and,

WHEREAS, the Contractor, in response to said solicitation, is engaged in the business of providing such services. and,

WHEREAS, the Lancaster County has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Retention of Contractor: The County hereby retains the Contractor and the Contractor agrees to provide the requested services set forth in number two (2.) below:
2. Services Provided by the Contractor: The Contractor shall implement and maintain for the facility the services described herein to meet the needs of the facility and its residents and which shall include the following elements:
 - A. Professional Therapist Requirements: Contractor will review appropriate Doctor's orders and assess Resident's condition; determine method of treatment; and provide staff as required. Staff requirements may include, licenced Physical Therapist, Occupational Therapist and/or Speech Therapist.
 - B. Employment Qualifications: The Contractor will only consider persons for employment who have the proper credentials and either currently hold or can attain proper licenses in the State of Nebraska. The facility will be asked to give its comment and approval before any permanent director is placed.
 - C. Non-Professional Staff: The Contractor will provide Physical Therapy Aides to work with the Physical Therapy Department on both a full-time and part-time basis. These personnel will work under the direct supervision of the Director of Physical Therapy. The Aides will also be shared by both the Occupational Therapy and Speech Pathology Departments, if needed. The number of Aides hired will be determined by the on-going patient load.

- D. Personnel Costs: The Contractor will incur all costs related to the recruitment of each professional and/or non-professional person placed within the facility. This will include all travel and moving expenses.
 - E. Continuing Education: The Contractor will cover all costs related to continuing education for Physical Therapy, Occupational Therapy and Speech Pathology personnel. This includes various post-graduate courses offered by the Contractor throughout the year, as well as local and state activities.
 - F. In-Service Education: The Contractor shall conduct in-service education for the facility staff at the commencement of services and on a continuing schedule. A minimum of six (6) in-service programs will be designed to promote the total rehabilitation concept to all Lancaster Manor qualified personnel. In-services may be centered around a teamwork concept towards direct restorative resident care, or more specific areas, such as proper lifting techniques. In-services will be presented at times, and in locations, convenient to those members of the Manor Staff required to attend. All in-services will be coordinated through Lancaster Manor's Inservice Coordinator.
 - I. Full-Time Service: The Contractor will provide the Facility with five (5) days per week of full-time, in-house physical therapy; and on an as-needed-basis, occupational and speech pathology coverage. The regular hours of operation will be from 8:30 a.m. to 5:00 p.m. The Contractor may also, at their option, provide the facility with limited weekend coverage.
 - J. Resident Education: The Contractor agrees to conduct exit interviews with all Residents leaving the Facility on a permanent and/or assumed permanent basis. Such interviews will relate to the Resident's prescribed therapy regime "at home". If the Resident is unable to comprehend the content of such an interview, said interview will be conducted, if possible and practical, with a responsible family member or the Resident's guardian.
 - K. Resident Monitoring: The Contractor agrees to monitor Resident's profiles on a continuing and on-going basis. Thorough chart reviews will be performed on all Residents receiving therapy services as a result of this agreement every thirty (30) days. Contractor's Physical Therapist, Occupational Therapist and Speech Therapist will be required to actively participate as a team member in the overall plan of care process. The Facility will provide the Contractor's personnel with the names of residents requiring the Contractor's services. In addition, the Facility will insure the Contractor will have access to appropriate medical records of Residents needing such services. The Contractor will provide documentation on a monthly basis of all treatments rendered to Residents of the Facility as prescribed by the Local, State and Federal regulations.
3. Provided by the County: The Facility agrees, on an on-going basis, to provide space necessary for the provision of contracted services. This will include consideration of water, heat, air conditioning, and any minor plumbing. The Facility also agrees to provide laundry, housekeeping and local telephone services to the Contractor for the execution of services. The Contractor must reimburse the Facility for all long distant telephone calls relating to the Contractor's business.

4. Equipment: The Contractor will be responsible for providing all equipment necessary to aid in the rendering of services for Resident treatment. The Contractor will also be responsible for the proper repair and maintenance of the equipment provided.
5. Billing: The Contractor is recognized by the State of Nebraska as a provider of Medicare and Medicaid rehabilitative services. Thus, the Contractor will provide, at no cost to the County, any and all therapy services and be responsible for all patient billing related to treatment rendered. The Manor will assist the Contractor in obtaining information for the billing of Residents.
6. Relationship Between the Contractor and the County: The County is interested only in the results obtained and the Contractor shall perform as an independent contractor with the sole control of the manner and means of performing the Work required under this Agreement. The Contractor shall complete the Work according to its own means and methods, which shall be in the exclusion by the Lancaster County except as to the results of the Work. The Contractor, for all purposes arising out of this Agreement, an independent contractor and the Contractor or any of its subcontractor's agents, employees, or representatives, and employees or agents of any of them, shall not be deemed an employee of the Lancaster County.
 - 6.1 As an independent contractor they shall be responsible for all required reporting of income and payment of taxes required by any federal, state or local statutes including, but not limited to: payments required under the Federal Insurance Contributions Act, income tax withholding and periodic payment of estimated taxes, any payments required under the Federal Unemployment Tax Act and any applicable state and local sales, use or income taxes.
 - 6.2 The County acknowledges that it has full control over the acts of its employees and the Contractor shall not be responsible to the County for acts of negligence committed independently by the Manor employees.
 - 6.2.1 The Contractor acknowledges acts of negligence jointly performed by the Manor and Contractor's personnel shall be handled on the basis of co-mutual liability.
7. Fair Labor Standards: Pursuant to Neb. Rev. Stat. 73-102 (Reissue 1990) the Contractor shall, in the performance of the Work under this Agreement, maintain fair labor standards as defined by such statute. Fair labor standards, as used in such statute, is construed to mean such as scale of wages and conditions of employment as are paid and maintained by at least 50% of the contractors in the same business or field of endeavor as the Contractor.
8. Equal Employment Opportunity: In connection with the carrying out the Work, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, national origin, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, national origin, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
9. Indemnity and Insurance: The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor,

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by Lancaster County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Workmen's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Workmen's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Workmen's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting them and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) personal injury; (c) liability, and (d) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

(a) Bodily Injury and Property Damage	\$2,000,000 Each Occurrence 5,000,000 Aggregate
(b) Personal Injury Damage	\$1,000,000 Each Occurrence
(c) Products Liability and Completed Operations	\$1,000,000 Each Occurrence
(d) Contractual Liability	\$1,000,000 Each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- (a) The coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
- (b) X.C.U. Coverage - If the contract requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- (c) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (d) Contractual Liability coverage shall be included.
- (e) Products Liability and/or Completed Operations coverage shall be included.
- (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage 1,000,000 Combined Single Limit

D. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by Lancaster County.

E. Certificate of Insurance

All Certificates of Insurance shall be filed with Lancaster County on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D and showing **Lancaster County as an additional insured**. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

10. Rights of Manor Residents: The Contractor acknowledges the right of each Resident of the Manor to utilize, or not to utilize, the services provided by the Contractor.
11. Access to Records: The Manor will take all necessary steps to assure complete access by the Contractor to all records and supplies within the facility necessary for the performance of its duties hereunder. The Contractor shall retain as completely confidential all information relating to the policies, procedures, and records of the facility.
12. Other Facilities: The Contractor reserves the right to perform similar services for other health care facilities during the term and any subsequent terms, of this Agreement.
13. Extent of Agreement: Amendment. This Agreement represents the entire agreement between the Lancaster County and the Contractor and may be amended only by written instrument signed by both the Lancaster County and the Contractor.
14. Successors and Assigns: This Agreement shall be binding on the successors, assigns, and legal representatives of and persons in privity of contract with the Lancaster County and the Contractor. The Contractor shall not assign or transfer an interest in this Agreement without the written consent of the Commission.
15. Term of the Agreement: The term of this Agreement shall commence on the 1st Day of January 1999, and shall continue for three (3) years as thirty-six (36) consecutive months, concluding on the 31st Day of December, 2001.
 - 13.1 Renewal Option: The term of the agreement shall be automatically renewed for an additional three (3) year period as thirty-six (36) consecutive months (at total of six (6) years or seventy-two (72) consecutive months concluding on December 31, 2004), unless either party to the

- Agreement shall give written notice to the other of its intent to terminate the Agreement not less than six (6) months (180 days) prior to the expiration of the initial and/or any subsequent terms.
- 13.2 All of the terms and conditions of this Agreement shall continue in full force and effect (and any as amended by mutual consent) for the initial and any subsequent terms of this Agreement.
14. Termination:
- 14.1 *Termination for Convenience.* This Agreement may be terminated by either party in consideration of 60 days advance written notice. Such notice shall be forwarded to the most current address of the recipient and shall be sent via registered mail. It is further agreed that prior to the sending of a "Notice of Intent to Terminate" the party desirous of such termination will discuss the reasons for such action with the other party and will strive, in good faith and without prejudice, to resolve the circumstances necessitating the action to terminate the Agreement.
- 14.2 *Termination for Cause.* Should either party default in the performance of its obligations under this Agreement, then the non-defaulting party may notify the defaulting party in writing that, unless such default is cured within 30 days after receipt of such written notice, the non-defaulting party may, in addition to other remedies that it may have, declare this Agreement terminated. If the defaulting party does not cure such default within such 30-day period, then the non-defaulting party may send a notice of termination which shall be immediately effective upon receipt by the defaulting party.
- 14.3 *Termination on Insolvency.* If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the Commission shall have the right to terminate this Agreement upon written notice to the Contractor, without prejudice to any claim for damages or other right of the County under this Agreement at the time of such termination.
15. Notices: All notices or other communications required or permitted under this Agreement will be in writing and will be given by first-class, prepaid mail addressed:
- 15.1 If to Facility: Lancaster Manor
Attention: Facility Administrator
1001 South Street
Lincoln, NE 68502
- 15.2 If to Provider: The Ambassador
Attention: Steve Chamley
P.O. Box 547
1800 14th Ave.
Nebraska City, NE 68410
16. Force Majeure: The Contractor shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, quarantine restrictions not caused by or controlled by the Contractor, strikes, delays in transportation, shortages of labor, or materials, or any circumstance or cause beyond the control of the Contractor in the reasonable conduct of business.

17. Governing Law: This Agreement shall be enforced and interpreted according to the laws of the State of Nebraska and shall govern the rights, obligations, and remedies of the parties hereunder. The Contractor also acknowledges the Manor's obligations to comply with the regulations of the Nebraska Department of Health, the Nebraska Department of Welfare and/or the Nebraska Fire Marshall shall take precedence for operational purposes over any practices or procedures established by the Contractor if they are, or may be in conflict with any of the preceding. This Agreement and any addenda shall provide the change in, addition to, or waiver of any provisions of this Agreement shall be binding unless it is in writing, signed by both parties, and added to this Agreement as an Amendment.

IN WITNESS WHEREOF, the Contractor and the Lancaster County does hereby execute this Agreement as of the day and year first written above.

EXECUTION BY THE Lancaster County

CONTRACT APPROVED AS TO FORM:

LANCASTER COUNTY

Attorney for Lancaster County

Chairperson

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Sally M. [Signature] (SEAL)
[Circular Seal: THE AMBASSADOR REHAB AGENCY INC. CORPORATE SEAL, NEBRASKA CORPORATION]

WITNESS:

Marcia Schroeder

The Ambassador Rehab Agency Inc.

Name of Corporation

1240 North 19th St.

Nebraska City, NE 68410

Address

By:

Timothy J. Juilfs
Duly Authorized Official

Timothy J. Juilfs, President
Legal Title of Official